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16 UNITED STATES DISTRICT COURT
17
18 NORTHERN DISTRICT OF CALIFORNIA

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20 IN RE DYNAMIC RANDOM ACCESS
21 MEMORY (DRAM) ANTITRUST
22 LITIGATION

23 MDL Docket No. M-02-1486-PJH

24
25 Date: April 18, 2007
26 Time: 9:00 a.m.
27 Judge: Hon. Phyllis J. Hamilton
28 Courtroom: 3

29 This Document Relates To:

30 All Direct Purchaser Actions

31
32 **FINAL JUDGMENT OF DISMISSAL WITH PREJUDICE AS TO DEFENDANTS**

33
34 **ELPIDA MEMORY, INC. AND ELPIDA MEMORY (USA) INC.**

1 This matter has come before the Court to determine whether there is any cause why
 2 this Court should not approve the settlement with Defendants Elpida Memory, Inc. and Elpida
 3 Memory (USA) Inc. ("Defendants") set forth in the Settlement Agreement ("Agreement"), dated
 4 November 9, 2006, relating to the above-captioned litigation. The Court, after carefully
 5 considering all papers filed and proceedings held herein and otherwise being fully informed in the
 6 premises, has determined (1) that the settlement should be approved, and (2) that there is no just
 7 reason for delay of the entry of this final judgment approving this Agreement. Accordingly, the
 8 Court directs entry of judgment which shall constitute a final adjudication of this case on the
 9 merits as to the parties to the Agreement. Good cause appearing therefor, it is:

10 **ORDERED, ADJUDGED AND DECREED THAT:**

11 1. The Court has jurisdiction over the subject matter of this litigation, and all actions
 12 within this litigation and over the parties to the Agreement, including all members of the Class and
 13 the Defendants.

14 2. The definitions of terms set forth in the Agreement are incorporated hereby as
 15 though fully set forth in this judgment.

16 3. The Court hereby finally approves and confirms the settlement set forth in the
 17 Agreement and finds that said settlement is, in all respects, fair, reasonable and adequate to the
 18 Class pursuant to Rule 23 of the Federal Rules of Civil Procedure.

19 4. Pursuant to Fed. R. Civ. P. 23(g), Class Counsel, previously appointed by the Court
 20 (Saveri & Saveri Inc., Hagens Berman Sobol Shapiro LLP, Wolf, Haldenstein, Adler, Freeman &
 21 Herz), are appointed as counsel for the Class. These firms have, and will fairly and competently
 22 represent the interests of the Class.

23 5. The persons/entities identified on Exhibit 5 to the Declaration of Charlene Young
 24 filed on October 16, 2006 have timely and validly requested exclusion from the Class and,
 25 therefore, are excluded. Such persons/entities are not included in or bound by this final judgment.
 26 Such persons/entities are not entitled to any recovery for the settlement proceeds obtained through
 27 this settlement.

1 6. This Court hereby dismisses on the merits and with prejudice the Action in favor of
 2 each and all of the Defendants, with each party to bear their own costs and attorneys' fees.

3 7. All persons and entities who are Releasors are hereby barred and enjoined from
 4 commencing, prosecuting or continuing, either directly or indirectly, against the Elpida Releasees,
 5 in this or any other jurisdiction, any and all claims, causes of action or lawsuits, which they had,
 6 have, or in the future may have, arising out of or related to any of the Released Claims as defined
 7 in the Agreement.

8 8. The Elpida Releasees are hereby and forever released and discharged with respect
 9 to any and all claims or causes of action which the Releasors had or have arising out of or related
 10 to any of the Released Claims as defined in the Agreement.

11 9. The notice given to the Class of the settlement set forth in the Agreement and the
 12 other matters set forth herein was the best notice practicable under the circumstances, including
 13 individual notice to all members of the Class who could be identified through reasonable efforts.
 14 Said notice provided due and adequate notice of those proceedings and of the matters set forth
 15 therein, including the proposed settlement set forth in the Agreement, to all persons entitled to
 16 such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) of the
 17 Federal Rules of Civil Procedure and the requirements of due process.

18 10. There are no objections to the settlement.

19 11. Without affecting the finality of this judgment in any way, this Court hereby retains
 20 continuing jurisdiction over: (a) implementation of this settlement and any distribution to Class
 21 Members pursuant to further orders of this Court; (b) disposition of the Settlement Funds; (c)
 22 hearing and determining applications by the Plaintiffs for attorneys' fees, costs, expenses,
 23 including expert fees and costs, and interest; (d) the Action until the final judgment contemplated
 24 hereby has become effective and each and every act agreed to be performed by the parties all have
 25 been performed pursuant to the Agreement; (e) hearing and ruling on any matters relating to the
 26 plan of allocation of settlement proceeds; and (f) all parties to the Action and Releasors for the
 27 purpose of enforcing and administering the Agreement and the mutual releases and other
 28 documents contemplated by, or executed in connection with the Agreement.

1 12. In the event that the settlement does not become effective in accordance with the
2 terms of the Agreement, then the judgment shall be rendered null and void and shall be vacated,
3 and in such event, all orders entered and releases delivered in connection herewith shall be null
4 and void and the parties shall be returned to their respective positions *ex ante*.

5 13. The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil
6 Procedure, that this final judgment should be entered and further finds that there is no just reason
7 for delay in the entry of this judgment, as a final judgment, as to the parties to the Agreement.
8 Accordingly, the Clerk is hereby directed to enter judgment forthwith.

9
10 Dated: April 18, 2007

